pend upon whether or not the insanity proceedings were instituted in good faith, and this is a point upon which the trial court is best qualified to pass. However, it is to be deplored that the courts are so greatly relaxing the common law rules as to what constitutes cruelty, and the increasing number of cases each year upon this point show the ease with which a divorce is obtained in this manner.

This question is entirely regulated by statute, and the Virginia statute which provides that a "divorce from bed and board may be decreed for cruelty, reasonable apprehension of bodily hurt, etc." is typical. V. C. § 5104.

MASTER AND SERVANT—INJURIES TO SERVANT—WORKMEN'S COMPENSATION ACT—"ACCIDENT".—A city fireman an able-bodied man, was called out to fight a fire. The day was extraordinarily cold, and water sprayed back on him causing a layer of ice about an inch thick to freeze upon his neck and behind his ear. Although his condition at the end of the fire did not appear serious or any worse than that of the other firemen, several days later he died from pneumonia-menengitis caused by the severe wetting and the pressure of the ice on his spinal cord. The fireman's wife brought an action under the Workmen's Compensation Act against the city in which she alleged his death was caused by an "accident". The defendant contended the exposure was an incident to his employment. *Held*, no recovery. *Savage* v. *City of Pontiac* (Mich.), 183 N. W. 798 (1921).

The Michigan Workmen's Compensation Act provides compensation for "accidental injuries or death" of workmen arising out of and in the course of employment.

The word "accident" as employed in this act includes any unlooked-for mishap or an untoward event which is not expected or designed. *Adams* v. *Acme White Lead, etc., Works*, 122 Mich. 157, 148 N. W. 485, L. R. A. 1916A, 283, Ann. Cas. 1916D, 689 (1914). See also *Jakub* v. *Industrial Commission*, 288 Ill. 87, 123 N. E. 263 (1919). Anything that happens without design is commonly called an "accident," and at least in the popular acceptation of the word any event which is unforeseen and not expected by the person to whom it happens is included in the term. *Matthiessen & Hegeler Zinc Co.* v. *Industrial Board*, 284 Ill. 378, 120 N. E. 249 (1918).

A machinist, who was working under ordinary conditions and was required occasionally to lift heavy materials, died of mitral regurgitation. Such death was not due to an "accident", and compensation was denied to his widow. *Guthrie* v. *Detroit Shipbuilding Co.*, 200 Mich. 355, 167 N. W. 37 (1918). Same, where his duty is only to lift heavy objects. *Kutschmar* v. *Briggs Mfg. Co.*, 197 Mich. 146, 163 N. W. 933 (1917); *Tackles* v. *Bryant & Detwiler Co.*, 200 Mich. 350, 167 N. W. 36 (1918); *Contra, Robbins* v. *Original Gas & Engine Co.*, 191 Mich. 122, 157 N. W. 437 (1916). It is an "accident" where an employee sustains an injury when ordered to lift more than is ordinarily required to be lifted by one man. *Southwestern Surety Ins. Co.* v. *Owens* (Tex. Civ. App.), 198 S. W. 662 (1917). An employee, in the course of his employment, at-

tempted to move a heavy object which injured him and caused paralysis, and the court held that the injury was the result of an "accident". *Manning* v. *Pomerene*, 101 Neb. 127, 162 N. W. 492 (1917). See also *Uhl* v. *Guarantee Construction Co.*, 161 N. Y. S. 659, 174 App. Div. 571 (1916). Paralysis resulting from the rupture of a small blood vessel from unusual heat and overexertion by an employee, who had had arterial sclerosis for two years, was an "accident" within the meaning of the Workmen's Compensation Act. *La Veck* v. *Parke, Davis & Co.*, 190 Mich. 604, 157 N. W. 72 (1916). It is an "accident" where heart failure results from excitement and overexertion causing death, although the deceased had been afflicted with heart disease for some time. *Schroetke* v. *Jackson-Church Co.*, 193 Mich. 616, 160 N. W. 383 (1916). So also where a night watchman was injured from an assault by intruders when he attempted to protect his employer's property. *Hellman* v. *Manning Sand Paper Co.*, 162 N. Y. S. 335, 176 App. Div. 127 (1916).

A laborer, while working during exceedingly hot weather due to heat of the sun and heat from wet streets, suffered a sunstroke which resulted in death. Such death was "accidental". *State* v. *District Court*, 138 Minn. 250, 164 N. W. 916 (1917). So also where death is due to a heat stroke. *Kanscheit* v. *Garrett Laundry Co.*, 101 Neb. 702, 164 N. W. 708 (1917); *Lane* v. *Horn & Hardart Baking Co.* (Penn.), 104 Atl. 615 (1918); *Walsh* v. *River Spinning Co.* (R. I.), 103 Atl. 1025 (1918). An injury to a servant is "accidental" which resulted from frostbites while he was exposed to the weather in carrying coal. *Days* v. *S. Trimmer & Sons*, 162 N. Y. S. 603, 176 App. Div. 124 (1916). So also where an employee was shoveling snow. *State* v. *District Court*, 138 Minn. 260, 164 N. W. 917 (1917). An employee, whose hands were frozen while cutting and handling timber in a forest, was injured by an "accident". *State* v. *District Court*, 138 Minn. 131, 164 N. W. 585 (1917).

Being overcome by noxious gases while working in a mine is an "accident" within the Workmen's Compensation Law. *Tarr* v. *Hecla Coal & Coke Co.* (Pa.), 109 Atl. 224 (1920); *Gurski* v. *Susquehanna Coal Co.*, 262 Pa. 1, 104 Atl. 801 (1918). See also *Utilities Coal Co.* v. *Herr et al.* (Ind.), 132 N. E. 262 (1921), 8 VA. LAW REV. 306.

Where a fireman died from pneumonia resulting from being thoroughly drenched while fighting a fire, death was not caused by an accident but was an incident to his regular employment. *Landers* v. *City of Muskegon*, 196 Mich. 750, 163 N. W. 43, L. R. A. 1918A, 218 (1917). Although this decision seems wholly in accord with the Michigan decisions upon this point; yet upon reason and principle, as well as the majority holding of the other States, it seems to be a questionable holding.

MASTER AND SERVANT—INJURIES TO THIRD PERSONS—EMPLOYEE SERVANT OR INDEPENDENT CONTRACTOR.—The defendant, a retail coal dealer, in order to effect deliveries to customers, employed among others one McCann, who owned and operated a truck in his business of delivering commodities. McCann was paid an agreed amount per ton and was as-